



County of San Bernardino

F A S

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number	
County Department <b>Museum</b>			Dept. <b>CCM</b>	Orgn. <b>CCM</b>	Contractor's License No.		
County Department Contract Representative <b>Kathleen Springer</b>			Telephone <b>(900) 307-2669</b>		Total Contract Amount <b>\$1,152.00</b>		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date <b>2/25/03</b>		Contract End Date <b>6/30/04</b>		Original Amount	Amendment Amount
Fund <b>AAA</b>	Dept. <b>CCM</b>	Organization <b>CCM</b>	Appr. <b>200</b>	Obj/Rev Source <b>9800</b>	GRC/PROJ/JOB No. <b>40040500</b>	Amount <b>\$1,152.00</b>	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name <b>Desert Elite</b>				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
				<b>02/03</b>	<b>\$1,152.00</b>		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Desert Elite

hereinafter called Contractor

Address

78-401 Hwy 111, Suite G

La Quinta, CA 92253

Telephone

(760) 777-9920

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

1. Project:

In connection with the project known as **DESERT ELITE, RANCHO SANTANA, LA QUINTA, RIVERSIDE COUNTY, CALIFORNIA**, Contractor requires paleontologic services in order to comply with applicable laws and regulations. County's Museum is a recognized repository for paleontologic materials. County's Museum staff includes persons having the necessary expertise and experience to perform the necessary services in an efficient and professional manner.

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2. Services to be Provided:

(a) Except as modified in accordance with this contract, County shall provide the services set forth in Exhibit "A" (Scope of Services), which is attached to and incorporated in this contract, for the compensation set forth in Exhibit "B" (Project Costs), which is also attached to and incorporated in this contract. In addition, County may submit revised estimates and exhibits to Contractor for approval at any time during the performance of this contract.

(b) County agrees to perform any required assessment services on the project site or sites, at such times as Contractor may reasonably request. Contractor agrees to provide reasonable access to the site or sites.

(c) County shall determine staffing and procurement requirements for its work, and shall make all necessary arrangements for the provision of such staff and supplies.

(d) County is an independent contractor with respect to this contract. County shall perform all the usual functions of an employer with respect to County's employees, including the provision of Workers' Compensation coverage as required.

(e) County shall designate a project manager, who shall serve as the primary contact person for matters relating to this contract.

3. Compensation:

(a) County shall be compensated for services under this contract at the rates set forth in County Code section 16.0218, Museum. Exhibit "B" (Project Costs) includes a statement of the rates in effect at the time of execution of this contract. Those rates are subject to change during the performance of services under this contract by amendment of the County Code. The rates in effect at the time of performance of a particular service shall apply to that service.

(b) County shall submit monthly invoices to Contractor for services performed. Contractor shall pay the invoiced amounts within 30 days from the date of the invoice. Contractor shall be liable for interest on amounts unpaid within 30 days, at the rate of 10% per annum.

(c) If County's initial or revised estimate of the cost of assessment services exceeds \$500, then Contractor shall deposit with County 25% of the estimated cost of such services, or \$5,000, whichever is less, within 30 days of the County's demand. Contractor's deposit shall be applied against the costs of project services.

(d) Contractor's total costs for services under this contract shall not exceed 110% of the amounts estimated in Exhibit "B", unless a revised estimate is approved by the parties as an amendment to this contract, in which case Contractor's total costs shall not exceed 110% of the total revised estimate.

(e) Payment for services shall be by check or money order, payable to "County of San Bernardino", and shall be mailed or delivered to: Accounts Receivable, San Bernardino County Museum, 2024 Orange Tree Lane, Redlands, CA 92374.

(f) County will maintain reasonable documentation of its costs of performing the services, and will make such documentation available to Contractor upon request.

4. Disputes:

The Parties agree to attempt to resolve any disputes arising out of this contract informally and in good faith. Each party reserves the right to suspend work or terminate this contract in the event a dispute is not satisfactorily resolved.

5. Ownership of Materials and Documents:

Paleontologic specimens and related materials will be curated into the permanent collections of an established public institution with retrievable storage and a permanent paleontologic curator. The institution shall be a recognized repository for paleontologic resources meeting the requirements of and acceptable to the public agency issuing the permit or having final review over the project. Supporting documentation including field notes, maps, laboratory and curatorial records shall be maintained with the specimens. Unless otherwise specified in Exhibit "A", the curating institution shall be the Museum. All materials so curated and supporting documentation shall be held in public trust, accessioned into the collections of and become the property of the County. Collections made on federally administered lands shall, to the extent required by law, remain the property of the federal agency having jurisdiction and shall be entered into the Museum collections as permanent loans from that agency.

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6. Amendments:

All amendments to this contract, including its exhibits, shall be in writing and signed by authorized representatives of the parties.

7. Term:

Unless earlier terminated, this contract shall remain in effect from the day it is approved by both parties until the completion of and payment for the services hereunder or June 30, 2004, whichever is earlier.

8. Termination for Convenience:

County may terminate this contract, with or without cause, upon 30 days written notice to Contractor. Contractor's obligation to pay County for services performed prior to the effective date of termination shall survive termination of this contract.

9. Jury Trial Waiver:

The Contractor and County hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Contractor against County or County against Contractor on any matter whatsoever arising out of or in any way connected with this contract, the relationship of Contractor and County, County's use of the specimens or related material, or any claim of injury or damage, or the enforcement or any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

10. Venue

The parties acknowledge that this contract was entered into in San Bernardino County, and that the jurisdiction and venue for any action or claim brought by any party to this contract will be San Bernardino County-Central District. All parties hereby waive any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

11. Applicable Law:

This contract shall be construed and interpreted in accordance with the laws of the State of California.

12. Attorney' Fees and Costs:

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this contract.

13. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

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14. Insurance

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

**Workers Compensation** - A program of Workers Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

**Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. This policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability Policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or selfinsurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the County's commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Contractor shall maintain such insurance from the time County commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this contract, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirement are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonable, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonable priced or unavailable types of insurance coverage or coverage limits become reasonable priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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Failure to Have Insurance - In the event that County receives a notice of cancellation concerning any of the required policies, or should Contractor fail to have in effect the required coverage at any time during this contract, County may give notice to Contractor that County is immediately suspending all County activities and/or notice to Contractor to reinstate or acquire the affected coverage. Should Contractor fail to reinstate or acquire the affected coverage within ten (10) days of County's notice to reinstate or acquire such coverage, County may terminate this contract.

15. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

16. Agreement Assignability

The agreement is not assignable by Contractor either in whole or in part, without the prior written consent of the County.

17. Improper Consideration

Contractor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Inaccuracies or Misrepresentations

If in the course of the administration of this Agreement, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Employment of Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials, as defined below, who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of County. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head or any employee in the Exempt Group, Management Unit or Safety Management Unit.

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20.     Notice:

All written notices in connection with this contract shall be forwarded to the parties at the following addresses:

County:  
c/o: Robert McKernan, Director  
San Bernardino County Museum  
2024 Orange Tree Lane  
Redlands, CA 92374

Contractor: Desert Elite  
c/o: John Pedalino  
Desert Elite  
78-401 Hwy 111, Suite G  
La Quinta, CA 92253

21.     Entire Agreement:

This agreement, including attached “Exhibit A” and “Exhibit B”, constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this agreement supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
► \_\_\_\_\_  
County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed for Processing  
► \_\_\_\_\_  
Agency Administrator/CAO  
Date \_\_\_\_\_

Scope of Services

County shall provide the following services under this contract:

A. Assessment Services.

The Division of Geological Sciences of the San Bernardino County Museum will provide a literature/records search and paleontologic resource assessment for the approximately 80 acre Rancho Santana project to be annexed into the City of La Quinta, Riverside County. The scope of work will include a review of pertinent geologic literature and a search of localities in the Regional Paleontologic Locality Inventory followed by a field assessment of the site. A letter report will follow the assessment outlining recommendations for a paleontologic mitigation program.

B. Mitigation and Compliance Services.

N/A

EXHIBIT B

#4050

Project Costs

A. Rates.

County shall charge Contractor for services at the rates provided for in the County Code at the time the services are provided. The rates in effect on the date of execution of this contract, which are subject to change by amendment of the County Code, are as follows:

Category:	Hourly Rate:
(1) Professional/Supervisory Personnel	\$68
(2) Field/Laboratory Personnel	\$32
(3) Travel costs, per diem, equipment rental, and other project-specific costs	actual cost
(4) Paleontologic literature search	\$100 first hour and \$68 each additional hour

B. Estimates.

County provides the following estimates of costs for services under this contract:

Assessment Services:

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$1,152.00</b>
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Mitigation and Compliance Services:

N/A